



GE Capital
Railcar Services

General Electric Railcar Brac Services Corporation
A unit of General Electric Capital Corporation
160 Spear Street, Suite 1600, San Francisco, CA 94105
415 995-1700
Fx: 415 995-1748

August 15, 1990

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th and Constitution
Room 2215
Washington, D.C. 20423

Dear Mr. Strickland

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303, is one original of the following document:

Amendment No. 2 dated as of February 4, 1990 to the Lease Agreement dated as of April 16, 1987, between General Electric Railcar Leasing Services Corporation (formerly General Electric Railcar Brac Services Corporation) and Herron Rail Services dated as of April 16, 1987.

For purposes of this filing, this Amendment No. 2 to the Lease Agreement shall relate only to those (5) railcars with AAR Mechanical Designation LO, and are marked as follows:

BRAX 2018
2043
2050
2078
2082

It is also requested that Amendment No. 2 be filed and recorded under the names of the parties as:

OWNER:

Ford Motor Credit, Inc.
The American Road Trust No. 1
P.O. Box 1729
Dearborn, MI 48121

REGISTRATION NO 11833-21 FILED 1425

SEP 4 1990 -2 10 PM

INTERSTATE COMMERCE COMMISSION
0-247A034

REGISTRATION NO 11833-T FILED 1425

SEP 4 1990 -2 10 PM

INTERSTATE COMMERCE COMMISSION

SEP 4 2 00 PM '90

MANAGER/
LESSOR:

General Electric Railcar
Leasing Services Corporation
(successor by merger to, General Electric Railcar Brae
Services Corporation) assignee of the interest of
BRAE Transporatation, Inc.)
160 Spear Street
Suite 1600
San Francisco, CA 94105

LESSEE:

Herron Rail Services
2016 North Village
Tampa, Florida 33612

It is requested that this document be filed and recorded under the names of the parties as set forth above, we also request that you file and record this Amendment No. 2 using the previously recorded and assigned recordation number 11833, as this request relates to that certain Trust Agreement, dated as of March 1, 1980, between Ford Motor Credit Company, and BRAECAR, Inc. "Owners", and Manufactures National Bank of Detroit as Trustee of the railcars listed on Equipment Schedule No. 3 to the Amendment Agreement referenced above.

I also enclose a check in the amount of \$ 15.00 for the required recordation fee.

Please return: (1) your letter acknowledging the filing, (2) a receipt for the filing fee, (3) the enclosed copy of this letter and (4) the original and 2 copies of the Amendment Agreement all stamped with your official recordation information.

Very truly yours,



Clifton Harrison
Systems Contract Administrator

cbh

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

9/4/90.

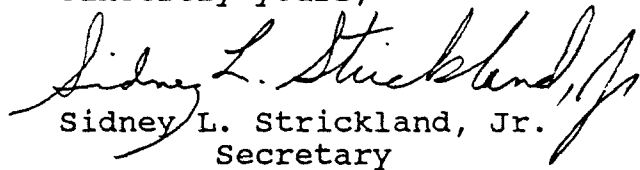
OFFICE OF THE SECRETARY

Clifton Harrison
General Electric Railcar Brae Services Corporation
160 Spear Street, Ste. 1600
San Francisco, CA. 94105

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/4/90 at 2:10PM, and assigned recordation number(s). 11833-T and 11883-U

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SEP 4 1990 -2:10 PM

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

Amendment No. 2, dated and effective as of February 4, 1990, between General Electric Railcar Brae Services Corporation ("Lessor"), assignee of the interest of BRAE Transportation, Inc., 160 Spear Street, Suite 1600, San Francisco, California 94105, and Herron Rail Services ("Lessee"), 2016 North Village, Tampa, Florida 33612.

RECITALS

- A. Pursuant to the Lease Agreement dated as of April 16, 1987, as amended by an Amendment No. 1 dated as of February 4, 1989, (the "Agreement"), Lessor is currently leasing five (5) covered hopper railcars to Lessee.
- B. Lessor and Lessee now desire to extend the term of the Agreement and to amend Section 5 of the Agreement.
- C. In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

AGREEMENTS

1. **Defined Terms.** The terms used in this Amendment No. 2 which are defined in the Agreement shall have the same meanings herein as specified therein, except when specifically redefined.

2. **Lessor.** The Lessor shall be General Electric Railcar Brae Services Corporation. All references to BRAE in the Agreement shall hereinafter be deemed to refer to General Electric Railcar Brae Services Corporation.

3. **Equipment Schedule.** The Agreement shall cover those railcars listed and identified in Equipment Schedule No. 3 attached hereto.

4. **Amendment to Section 2 of the Lease Agreement.** The paragraph contained in Section 2 shall be deleted in its entirety and the following new paragraph shall be substituted therefor:

"TERM. The term of the lease with respect to each Car shall commence upon the Effective Date (as defined in Section 3B) with respect to such Car and shall continue until February 3, 1992."

5. **Amendment to Section 5 of the Agreement.** Effective February 4, 1990, the figure "\$ 340.00" in Section 5.A. of the Agreement shall be deleted wherever it appears and the following fixed rental payment shall be substituted therefore:

"\$410.00"

- 6. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

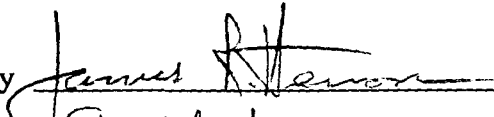
**GENERAL ELECTRIC RAILCAR BRAE
SERVICES CORPORATION**

By 

Title President

Date 5/21/90

HERRON RAIL SERVICES

By 

Title President

Date April 16, 1990